

TOWN OF FOXBOROUGH  
BOARD OF SELECTMEN'S MEETING  
Andrew Gala Meeting Room  
Foxborough Town Hall  
40 South Street, Foxborough, MA 02035

EXECUTIVE SESSION MINUTES  
March 20, 2018

Members Present: David S. Feldman, Chairman  
Christopher P. Mitchell, Vice Chairman  
Mark Elfman, Clerk  
Virginia M. Coppola  
James J. DeVellis

Others Present: William Keegan, Jr., Town Manager  
Mary Beth Bernard, Assistant Town Manager  
Amanda Smith, Community Information Specialist  
Roger Hatfield, Fire Chief

**Motion made to enter into Executive Session to discuss strategy relative to collective bargaining and firefighter negotiations and to conduct strategy session in preparation for negotiations for contract renewal with non-union personnel, Finance Director, Randy Scollins. The motion carried 5-0-0. Roll Call: Mark Elfman – yes, Christopher Mitchell – yes David Feldman – yes, Virginia Coppola – yes, James DeVellis – yes.**

Discuss Strategy Relative to Collective Bargaining - Firefighter Negotiations

M. Bernard explained to the Board that we are currently in FY18 and this contract was designed to be done fairly and quickly for a 2-year term and address the past two fiscal years. B. Keegan stated the President of Union has been dealing with a lot of personal issues so time was limited for him and that impacted his ability to negotiate. We were able to come to the table and agree upon a cost of living adjustment (COLA) and the EMT/Paramedic allowance for the past two fiscal years. The EMT/Paramedic allowance reflects market conditions, as it is getting tougher to find applicants. Chief Hatfield added that no one in the region can get paramedics now and we want the Town to remain competitive. M. Elfman asked why and Chief Hatfield responded that there are no programs being taught at the high school level for students to explore. He believes there is value in bringing programs to technical high schools. M. Bernard indicated the legislation changed for recruiting firefighters and as a result the number of people who are firefighter/paramedics is low based on demand. This leads to competition to fill the role. Chief Hatfield said that all firefighters hired since he stepped into the Fire Chief role have been both paramedics and firefighters and now there are only about 6 to 7 who are not firefighter/paramedics out of all 36. Since the Fire Department started the Explorer program, five people have been hired as firefighter/paramedics. He added that a plan is now in place with other chiefs to go to Tri-County and SERVTS and then maybe go to State to further develop this training program. M. Bernard added that it is important to note what incentives are available; one is an increase to their stipend. C. Mitchell asked what the total stipend is if the increase is \$300.00. M. Bernard explained it is cumulative. The EMTs get \$3500 and the Paramedics get \$7300, including the additional stipend increase. J. DeVellis asked if the referenced “2% wage” and the “2% COLA” are the same thing. M. Bernard answered yes and that the pay plan will be examined in the next contract. J. DeVellis asked where performance reviews come in and how they affect the numbers in the contract. M. Bernard explained this is the second year of using the online review system and each increase in pay level requires approval. Chief Hatfield added how the reviews are completed

within the Fire Department structure and he uses the reviews to track progress and personal plans for continued growth and education. He noted that it was not part of this contract negotiation to do reviews but it was brought up at an officer's meeting and it went through.

B. Keegan said that if the Board can review this and finds it acceptable it can be added to next meeting's agenda in open session for approval. D. Feldman asked if incremental costs are included in the budget and B. Keegan confirmed they are included.

#### Conduct Strategy Sessions in Preparation for Negotiations for Contract Renewal with Non Union Personnel- Finance Director Randy Scollins

B. Keegan informed the Board that D. Feldman and himself met with Randy about his contract. B. Keegan passed out the proposed changes that they think are acceptable. The Board already had the original contract. He had highlighted changes in the document itself for reference. B. Keegan read through the changes in order; Page 1, change of address and date; 108N is statutory determination to allow contract to be done; 4.6 weeks of vacation is consistent with what Mr. Scollins would have received under the Personnel bylaw; lowered the amount of unused vacation he can buy back; took out all reference to personnel bylaw in the contract; retirement section and is still consistent with State law; rearranged some sections to be consistent under headings (i.e. insurances are grouped together); changed bereavement from 3 days from 4 days; and the Town will put money toward his personal life insurance policy instead of that offered by the Town for disability coverage. B. Keegan indicated that language was added to clarify that Mr. Scollins is required to abide by the same provisions as all other employees with respect to following personnel policies. B. Keegan said that he is not asking the Board for a reaction now. D. Feldman asked the Board to mark it up and send to Bill for inclusion in a final draft. C. Mitchell asked what other contracts the Town has with the life insurance clause like this. B. Keegan said his contract and Chief Baker's contract may be the other two with similar insurance clause. M. Bernard said the Town's disability plan for a high cost employee would not cover his/her cost of living. D. Feldman explained that Randy was entitled to reimbursement for disability but he did the math and found out it would do him no benefit but cost the town about \$6k so granting him the life insurance and capping it makes sense. He asked the Board for their thoughts and questions. B. Keegan added he tried to reflect concerns of the Board from the last meeting in the contract proposal.

J. DeVellis said he sat with Randy regarding the issue he raised in last meeting and was surprised that R. Scollins had no idea that what he brought up was going to be discussed. B. Keegan stated he thought it was clear it was contract negotiations and Randy was noticed to come for contract renewal, not performance. J. DeVellis raised the point that the issue was not to be talked about without him present so that was the reason he was asked to come. B. Keegan clarified the difference between disciplinary matters and contract matters. J. DeVellis said he would not have raised it unless he thought he was there for that reason and asked B. Keegan what he thought they were going to talk to him about. D. Feldman asked what constitutes a disciplinary matter? M. Bernard explained that performance discussion requires a 48-hour notice and then the employee has the right to say if this conversation occurs in executive session or public session. B. Keegan added that the Board has to make a formal request to issue the notice. M. Elfman identified there was some ambiguity with regards to that and the missing piece was the Board needs to take a formal action. J. DeVellis remembered these details were discussed in the past meeting so he assumed Randy had been issued a notice. B. Keegan stated he understood this was not clear and that the option to issue a notice is still there. C. Mitchell asked if the notice would have been done through the Town Manager's office. J. DeVellis said he was embarrassed that he brought it up without R. Scollins being informed prior to the meeting because he thought he had been noticed and that talking performance directly related to performing his contract and how anybody conducts themselves is under contract. He was not speaking to discipline and thought it was the most appropriate time. M. Bernard added there was a misunderstanding between discipline versus performance. M. Elfman stated at no point was the conversation to include disciplinary details. D. Feldman added that discussion of performance should be part

of the contract discussion and that before the next meeting; R. Scollins should be noticed and that he will be questioned regarding the previous issues.

J. DeVellis expressed concern that all three sides were telling different stories and it was suggested through the Town Manager that both sides work it out. J. DeVellis stated that R. Scollins does not want to talk about the past and if it were okay with the Board, he would like to sit with D. Feldman to decide how to proceed. V. Coppola added that it is not the job of the Board to handle personnel matters. J. DeVellis added when the administration is not doing their job, the Board needs to step in. He wants to talk to D. Feldman for the next step because he is not comfortable going through with the contract without addressing this. He said it has come to the point where if it is not addressed it will get worse. He then asked what the process is for employees to report issues because he has been told that nothing has been done and that he does not think the process is working. D. Feldman asked how could the Board circumvent the grievance process? B. Keegan stated that if employees have issues, and if they are union employees, he/she can file a grievance with their union representative. M. Bernard clarified that when a grievance is filed against the Town, the Town Manager represents the Town and we are obligated to investigate it. B. Keegan said that at the end of the day, we are not aware of any current issues have not been reported to us. M. Bernard asked if the Board wanted to exercise the 48-hour notice and B. Keegan said he could notify him. D. Feldman said he wants the Board to be cautious when we start entering the personnel process without going through proper representation. J. DeVellis asked the Board and the Town if it were okay, he would like to talk to D. Feldman and would defer to D. Feldman. D. Feldman said he has reservations about getting involved in personnel issues when not it is not within the Board's purview.

**Motion to close Executive Session at 10:08 p.m. by Mark Elfman. Seconded by Chris Mitchell, Motion carried 5-0-0. No discussion. Roll call: Virginia Coppola – yes, James DeVellis – yes, David Feldman – yes, Chris Mitchell – yes, Mark Elfman - yes**